



January 8, 2017

General Services Administration (GSA)
Office of Internal Acquisition, Office of the Chief Financial Officer
Attn: Anita Little
anita.little@gsa.gov

Subject: Technical Quote Cover Letter, RFQ ID14170185, GSA Office of the Chief Financial Officer,
Financial Management Services

Reference: GSA Contract No. GS-00F-041GA, SIN 520-11 Accounting

Dear Ms. Little:

Enclosed is our technical quotation, which consists of our technical approach to support each task in the performance work statement (PWS), a discussion of our proposed key personnel and project team with key personnel résumés, and our team past performance. The quotation also includes our staffing plan, quality control plan, management plan, draft transition plan, and conflict of interest statements.

Through dedicated support over the last 10 years, LMI has helped GSA improve the accuracy of PBS financial accounts and records so decision-makers can confidently rely on the information. We have gained a comprehensive understanding of the specific activities for which the OCFO is responsible, established strong and productive relationships in PBS headquarters and regions, and performed as an integrated part of the OCFO staff, supplying the right details and documentation on, or ahead of, scheduled dates.

To help GSA meet its small business goals, we are enhancing our current support by forming a contractor teaming arrangement (CTA) with Platinum Business Services, LLC (Platinum), a certified 8(a) small disadvantaged business and service-disabled veteran-owned small business (SDVOSB).

All of our current high-performing staff members will support the new contract, relieving the OCFO of the managerial and oversight burden of monitoring a new contractor without our experience and qualifications. This dedicated, motivated team has done more than deliver quality service and innovative solutions under the current contract: it has earned OCFO acceptance as part of the GSA family and is thoroughly vetted and fully trusted to perform all assignments.

For 10 years, LMI has worked closely with the OCFO staff to identify, review, develop, and implement a wide range of innovations, including automations—databases, queries, tools, and reports—and business operations—forms, policy, processes, and procedures. Our technical approach includes innovations we have identified for OCFO consideration.

We hope to continue this relationship, collaborating to meet financial and accounting requirements and achieve audit standards. Please do not hesitate to call Tripp Horne at 703-917-7573 to discuss technical questions, or Patricia Ward, Contracts Administrator, at 571-209-2584 to discuss pricing or contractual questions.

Sincerely,

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Senior Contracts Manager
Logistics Management Institute (LMI)

GSA OFFICE OF THE CHIEF FINANCIAL OFFICER FINANCIAL MANAGEMENT SERVICES

PART 1

TECHNICAL QUOTATION

RFQ NO.: ID14170185

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JANUARY 8, 2018

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Factor 1 Technical Approach

1 Understanding

The General Services Administration (GSA) Office of the Chief Financial Officer (OCFO) ensures the proper execution of Public Buildings Service (PBS) financial, accounting, and budgetary activities and their accurate recording in statements and supporting documentation. Accurate documentation gives stakeholders—such as Congress, the Office of Management and Budget (OMB), and the Government Accountability Office (GAO)—credible information on which to rely in making strategic and tactical decisions. The OCFO must achieve this accuracy in accordance with federal and GSA guiding regulations, policies, and directives and verify it through internal and external audits and reviews. It operates in an extremely complex work environment that includes periodic and ad hoc reporting requirements, various systems housing millions of data records, numerous detailed policies and regulations, and complex (sometimes unaligned) processes. The OCFO also answers to diverse stakeholders, ranging from internal clients (such as GSA and PBS senior management) to external entities (such as OMB). The OCFO's expanding workload and diminishing resources exacerbate the challenges of working in this environment.

"The LMI team does fantastic work, and we couldn't get by without them."

—Spencer Isaac, Former Director, BGP

Other OCFO challenges include the following:

- ◆ Staffing shortages stemming from budget constraints
- ◆ Keeping abreast of dynamic federal financial policies, standards, and guidance; understanding their effects on PBS financial activity; and knowing how to properly apply them, for example, the detailed lease accounting changes of the Federal Accounting Standards Advisory Board (FASAB) that dramatically increased PBS Financial Services Division (BGP) workload, mandating an entire team devoted to lease classification
- ◆ Navigating numerous systems, especially modified or entirely new ones, for specific financial details, for example, the transition from Comprizon to Enterprise Acquisition Solution integrated (EASi), which required training and internal controls to ensure data consistency across the regions
- ◆ Ensuring data integrity within and across OCFO data systems, so reliable data are available for reporting, audits, and decision making
- ◆ Addressing program changes such as the increase in tenant-funded shell projects—because of the lack of budget authority over the Federal Buildings Fund (FBF), new accounting treatments are required, such as determining offsets in the tenant agency's rent bill amortized over the term
- ◆ Ever-increasing workload, such as the number of reimbursable work authorization (RWA) reviews, which nearly doubled between FY15 and FY17, and the respective number of error resolutions required
- ◆ Effectively working in PBS's complex and vast business environment with numerous stakeholders and geographically dispersed operations
- ◆ Obtaining expert contractor support while meeting small business goals.

To help meet these challenges, the OCFO needs an experienced and qualified contractor that will be fully staffed and operational on February 15, 2018, the first day of the new contract, to avoid degradation in support. All members of the contractor's team must have the following attributes:

- ◆ Experience helping agencies achieve financial standards and comply with federal policies and regulations, which include stringent requirements not found in the private sector
- ◆ Experience preparing for federal financial audits of a large organization responsible for vast amounts of real estate

- ◆ Knowledge of the OCFO divisions, regions and key contacts, stakeholders, and internal and external auditors, as well as their roles, responsibilities, and challenges
- ◆ In-depth knowledge of and experience applying relevant federal accounting regulations, policies, and directives
- ◆ Experience navigating OCFO systems for specific data as well as the completed National Agency Check with Inquiries (NACI) investigation needed to access those systems on day 1
- ◆ Detailed knowledge of PBS's financial accounts, including the FBF, and all resources, assets, liabilities, costs, obligations, and income for which PBS is responsible.

These are only the most crucial requirements a support contractor must meet to ensure PBS programs and accounts are not at risk. The LMI team not only meets these requirements, but surpasses them. We have the directly relevant knowledge needed—and the experience applying it—to help PBS achieve audit standards and meet financial and accounting requirements in accordance with guiding policies, regulations, and directives.

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3.1 Financial Audit Coordination in Support of BGP (SOW 3.1)

The OCFO must undergo regular auditing to identify areas impeding the ability to achieve accurate, timely, and consistent financial data and reporting.

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3.1.1 Statistical Support for Accounting Estimates and Business Processes (SOW 3.1.1)

3.1.1.1 Understanding

To answer internal and external questions and understand issues, BGP needs to analyze large amounts GSA data. Often, examining every item in the relevant population, such as undelivered orders (UDOs), is prohibitive in time or cost. These instances require statistical methods applied to a sample of the items to estimate the true value in the population (the dollar amount of the error in the UDO balance at year-end,

for example), all with significant confidence, such as a 95 percent confidence interval, around the estimate.

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Note: SFFAS = Statement of Federal Financial Accounting Standards.

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3.1.2 Accounting and Analytical Support for Financial Statement Accounts (SOW 3.1.2)

3.1.2.1 Understanding

In the OCFO, BGP's Property Team oversees and reviews all real property accounts and transactions, as well as personal property. PBS holds over 2,000 assets worth almost \$50 billion, and the Property Team ensures the financial accuracy and validity of this inventory. It ensures capitalized costs are recorded in a timely manner, reviews large-dollar CIP projects quarterly, and reconciles the various financial, inventory, and project systems. The Property Team also assists in the financial recording of all sales, exchanges, and transfers of federal real property. The team works closely with OCFO management and the U.S. Department of Agriculture (USDA) Federal Shared Service Provider (FSSP) on policy, accounting standards interpretation, and external audit requests.

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3.1.3 Accounting and Analytic Support related to RWAs (SOW 3.1.3)

3.1.3.1 Understanding

GSAs Reimbursable Services Program is a multibillion-dollar, nationwide program, where GSA provides goods and services and customer agencies reimburse GSA's costs. The PBS Office of Design and Construction runs the program, supported by BGP. GSA and PBS senior management and auditors (internal and external) want to ensure the proper policies and procedures are used to manage the program and that the RWAs are reflected accurately on financial statements. Agencies use the RWA, Form 2957, to request the goods or services and specify funding. GSA reviews RWAs semiannually (quarterly for high-risk RWAs) to confirm their validity. RWA and open item records must be complete and valid so their account balances can be reported accurately.

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3.1.4 Strategic Accounting and Operational Support (SOW 3.1.4)

3.1.4.1 Understanding

Strategic accounting and operations ensures financial reports are accurate and comply with financial standards. In addition, the reports on results and solutions must be simplified so PBS management can

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3.1.5 Financial Reporting and Automated Reconciliation Support (SOW 3.1.5)

3.1.5.1 Understanding

Accurate and timely reconciliations of financial data are imperative to GSA's financial success.

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GSA relies on these databases to ensure its financial systems tie out properly and all government leases are identified and accurately amortized. GSA's financial statements must be reconciled monthly, quarterly, and annually to ensure their accuracy. Automated reconciliations ensure the prompt, accurate review and verification of hundreds of thousands of purchase orders, which otherwise would be nearly impossible.

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3.1.6 Cost Analysis and Automated Tracking (SOW 3.1.6)

3.1.6.1 Understanding

By accurately capturing environmental liabilities and project costs on financial statements, GSA will continue to receiving an unqualified opinion in the annual financial audit in this area. Since the 2010 financial audit, GSA and PBS have devoted time and resources to better estimating environmental liabilities. Keeping an unqualified opinion is challenging because GSA has over 9,000 active buildings in its portfolio that encounter environmental costs during renovations, operations and maintenance, and releases to the environment. These issues can only be addressed via evolving methods and tools.

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3.1.7 Analytic Support of Lease Expense and Occupancy Agreement Revenue Adjustments (SOW 3.1.7)

3.1.7.1 Understanding

GSA has more than 8,000 leases with commercial lessors to supplement federally owned buildings to meet the government's space needs. PBS executes and manages these leases, including most accounting activities. However, to meet accounting standards, the OCFO analyzes new and extended leases to identify those with specific lease terms that require accounting adjustments over the "firm term" (lease termination right date) of the lease. The OCFO identifies these leases and adjusts those having specific rent types meeting dollar thresholds every month. GSA currently has over 1,300 such leases.

Three types of leases require adjustments: SR, FR, and BCC. A lease may contain one, two, or all three of these terms. SR leases have shell rents that change (varying rent amounts per rentable square foot) over the firm term. For FR leases, the lessor provides a rent abatement for some portion of the lease's firm term. Leases with BCC are negotiated with the assistance of one of GSA's contracted commercial real estate firms, and they have negotiated a repayment of part of their commission to GSA. SRs, FRs, and BCCs must be amortized, on a straight-line ("levelized") basis, over the firm term of the lease, resulting in monthly accounting adjustments for each of these leases to the end of their firm term. This requires the OCFO to create amortization schedules that must be tracked and used to submit the monthly accounting expense adjustments for a number of years (typically 5 to 20), for BCCs, FRs, and SRs. The same accounting standards require the same accounting adjustments for all non-cancelable OAs in these SR, FR, and BCC leases.

In addition to straight-lining and adjusting SR, FR and BCC leases each month, lease expenses and OA revenues often require different analyses for GSA management. One is the calculation of "future minimum guaranteed lease expenses, and OA revenues," for a required footnote disclosure in GSA's annual financial statements. The results are the projection of minimum guaranteed lease expenses totaling over \$30 billion dollars in future years.



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3.1.8 Specialized Microsoft Access Programming Support (SOW 3.1.8)

3.1.8.1 Understanding

GSA uses several Microsoft Access databases to store and analyze data—primarily for the Lease Team—but also for EL, Property, and ULO. As data analysis and reporting needs change, modifications in existing database processes, data structures, queries, and code are needed, and ways to improve processes with automated functions are identified. LMI team Microsoft Access experts are experienced in making such updates to the databases that support OCFO’s financial management.

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3.2 Review and Analyze General Ledger and Associated Records in Support of BGA (SOW 3.2)

3.2.1 Assessing Resolved CAPs Support (SOW 3.2.1)

3.2.1.1 Understanding

Addressing external auditor findings (NFRs) is critical to audit success, strong internal controls, and showing leadership attention to remediating problem areas. The responsible leaders (program, financial, IT, and consolidated) prepare corrective action plans (CAPs) to address those NFRs, support GSA “root cause analysis” to identify what led to the audit finding, and then identify the controls or steps needed to correct the problem. Implementation plans with clearly delineated metrics support GSA in achieving the CAPs and monitoring progress against them. GSA monitors the various implementation steps and metrics until they are deemed resolved. In the past, GSA struggled to keep some of these resolved CAPs closed, resulting in reopened findings—this led to a finding for not monitoring closed CAPs. As a result, GSA established a “closed CAP monitoring program” to ensure it continues to monitor the closed CAPs for a period, assessing the risk of reopening.

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3.3 Develop Revenue Figure in Support of BID (SOW 3.3)

3.3.1 Reporting and Analytical Support for Financial Accounting and Budget Operations and Revenue Analysis (SOW 3.3.1, 3.3.3)

3.3.1.1 Understanding

Preparing budget reports for its clients is a main facet of GSA's work. Projecting and allocating the proper amount of funds is essential for GSA clients in staying within budget and appropriately utilizing their space. Without proper budget support, GSA and its clients cannot adequately prepare for expenses such as lease, construction, building operations, maintenance, travel, and salary costs. With proper budget support, GSA can get closer to achieving its goal of zero net budget authority and request the right amount of funds from Congress. LMI understands the importance of budgeting to GSA and its clients and has the tools and expertise to expand and improve its budgeting capabilities.

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3.3.2 Develop and Maintain Business Intelligence Tools (SOW 3.3.2)

3.3.2.1 Understanding

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3.4 Internal Reports and Controls Support for BGI (SOW 3.4)

3.4.1 Understanding of SOW 3.4.1-3.4.5

In its *Assessment of GSA's Major Management Challenges for Fiscal Year 2017*, the Office of Inspector General (OIG) stated that GSA's internal control over financial management and reporting continue to need improvement. During GSA's FY15 financial statements audit, significant deficiencies were identified surrounding its (1) financial management and reporting of leases and OAs, (2) budgetary accounts and transactions, (3) financial management systems, and (4) agency-wide or entity-level controls. To help GSA address these issues, continual assessment and evaluation of internal controls is imperative.

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In addition, financial statement audit CAPs must be monitored throughout the fiscal year. This requires the development of a tracking sheet, a process to remind action-step owners, a repository to hold closing documentation, and periodic reporting to senior management.

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3.4.2 Approach to Supporting Purchase Card Testing, IPERA Reporting, the Internal Control Plan, the AFR, and the MCOC (SOW 3.4.1-3.4.5)

A comprehensive system of internal controls is a key factor in GSA's continued financial reports audit success. The system ensures internal financial reports are reliable, accurate, and able to support informed and timely management decision-making. The OCFO requires detailed monitoring and closeout of all audit findings, prepared responses to auditors and senior leadership, and expert and effective remediation and monitoring support. Various interrelated activities need consistent and dedicated support, requiring contractor staff members who have relationships with regional offices and know GSA's organization and leadership, buildings and environment programs, and supporting systems, tools, processes, and procedures.

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3.5 Surge for Financial Services Support, including CAPs (SOW 3.5)

Financial management has many cycles, requiring expert financial surge support during peak reporting (annual, quarterly, and even monthly). The surge support contractor must understand statistics, regulation and policy reviews, risk assessments, and implementation and reporting impacts and have the ability to assess and define what is needed for audit readiness. GSA may also need support during audit findings review, deep-dive root cause analysis, and development of CAP plans for sound, practical remediation of NFRs. In addition, the annual financial reporting cycle burdens a financial management staff that must still meet ongoing reporting, analysis, and other needs. Expert surge support during these times will greatly help GSA meet its schedules, data analytics needs, and reporting needs.

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Our approach to managing the project team ensures each division benefits from progress (lessons learned, best practices, successful issue resolution methods, process improvements and innovative efficiencies) made in the others.

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Management

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5.3 Communications and Deliverables (SOW 8.0)

The three general types of meetings identified in the SOW—COR meetings (8.4), GSA management/COR meetings (8.5), and high-level status meetings (8.6)—will be duly conducted with the required attendees and agendas, and scheduled monthly or as needed. [REDACTED]

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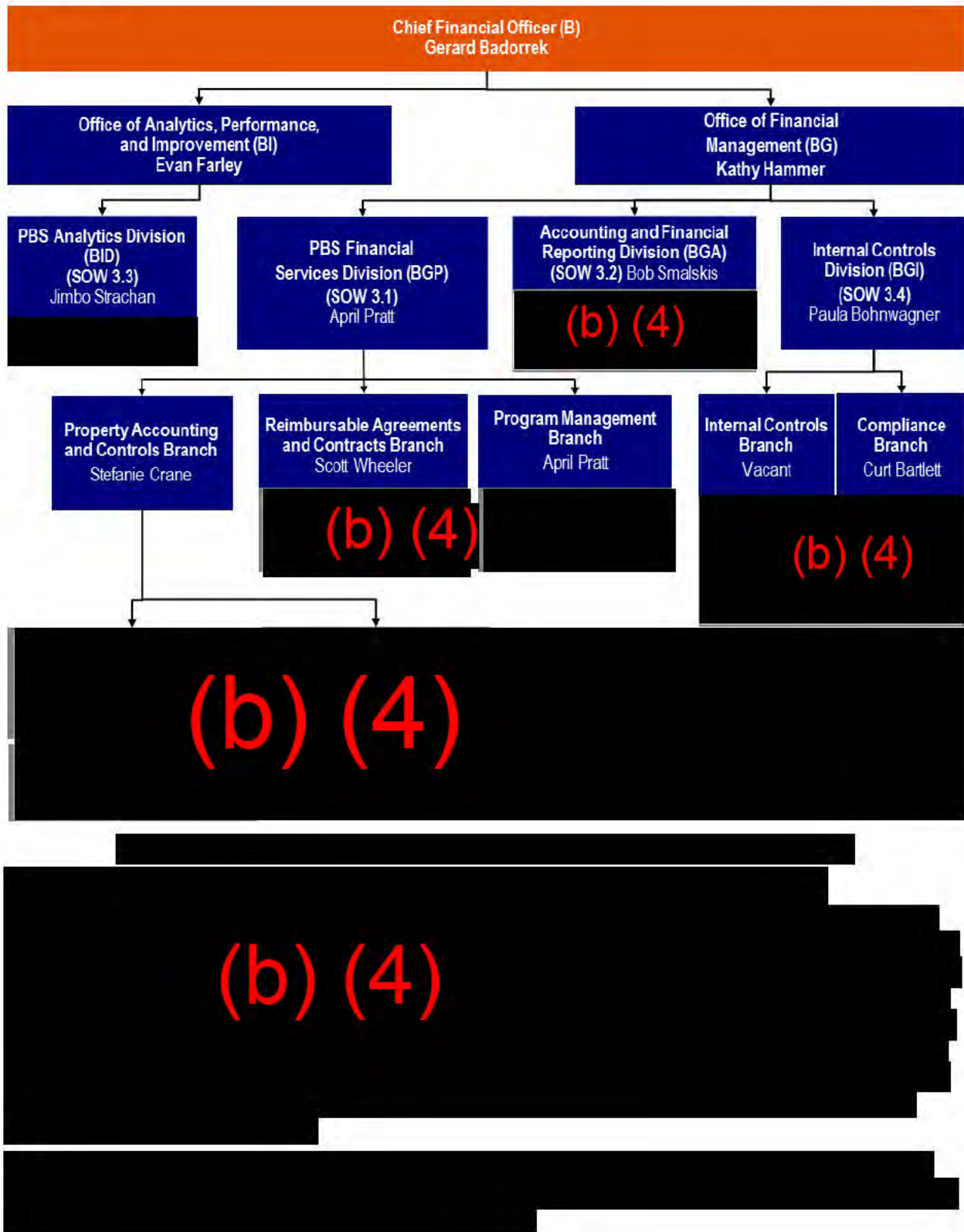
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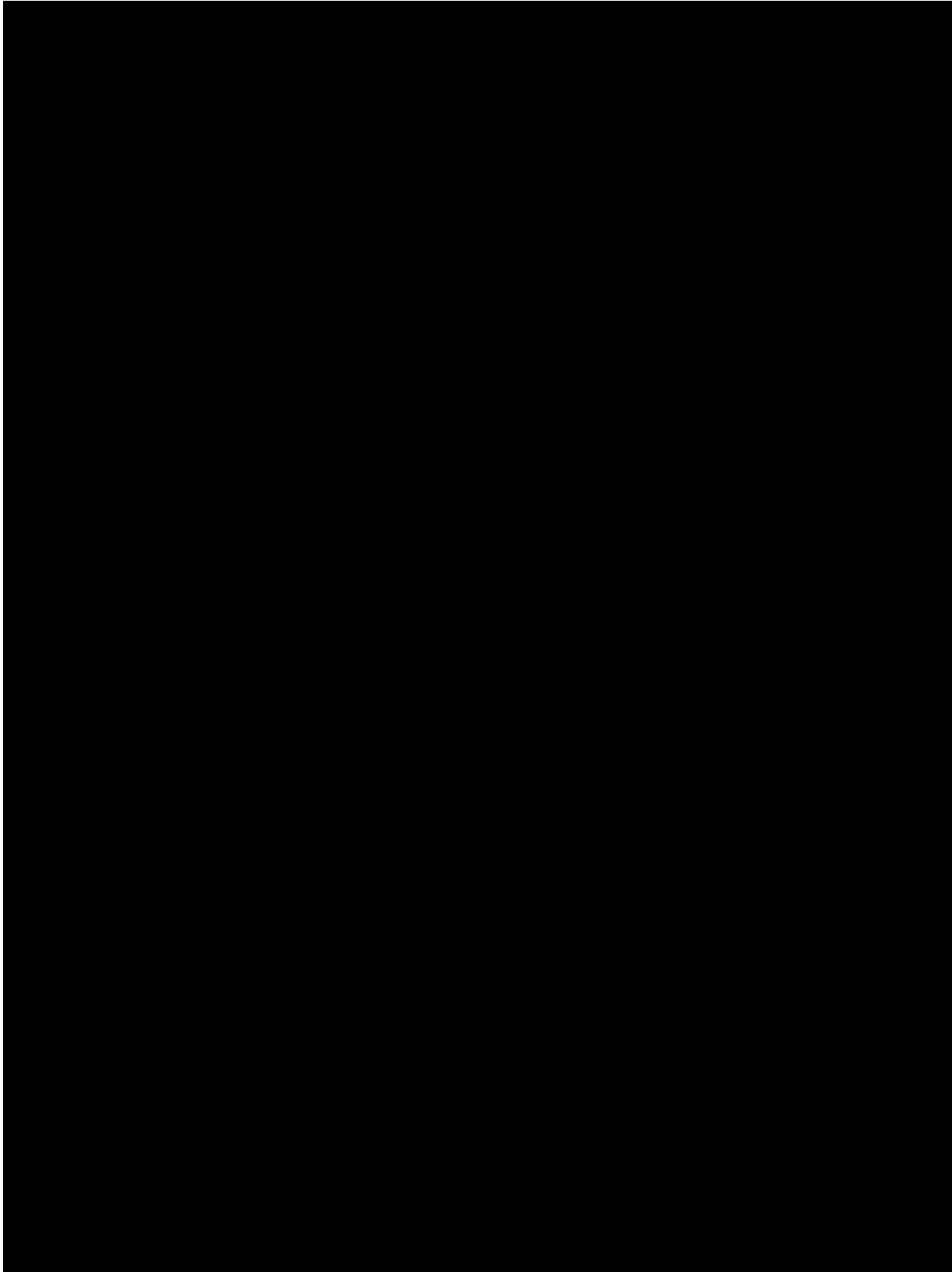
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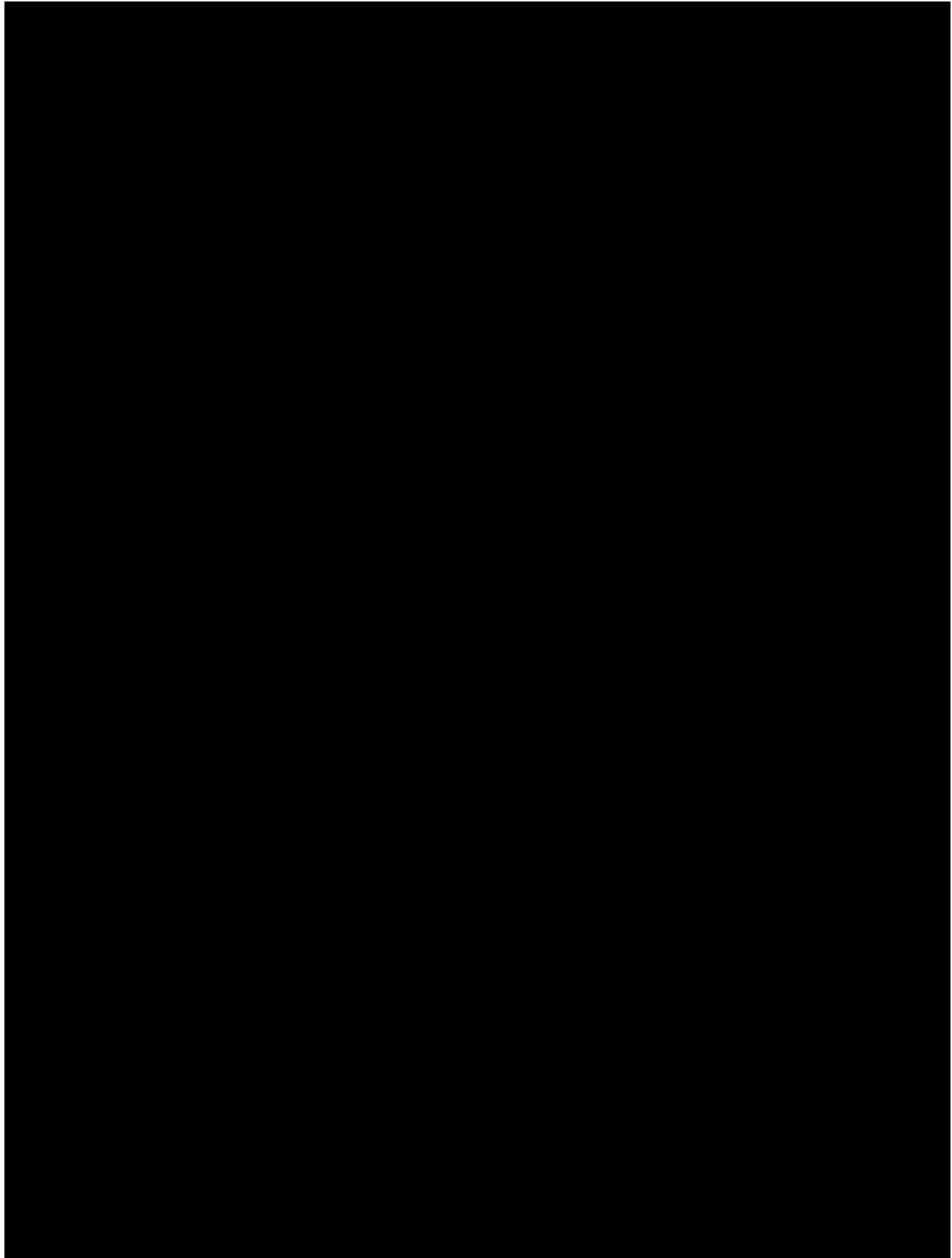
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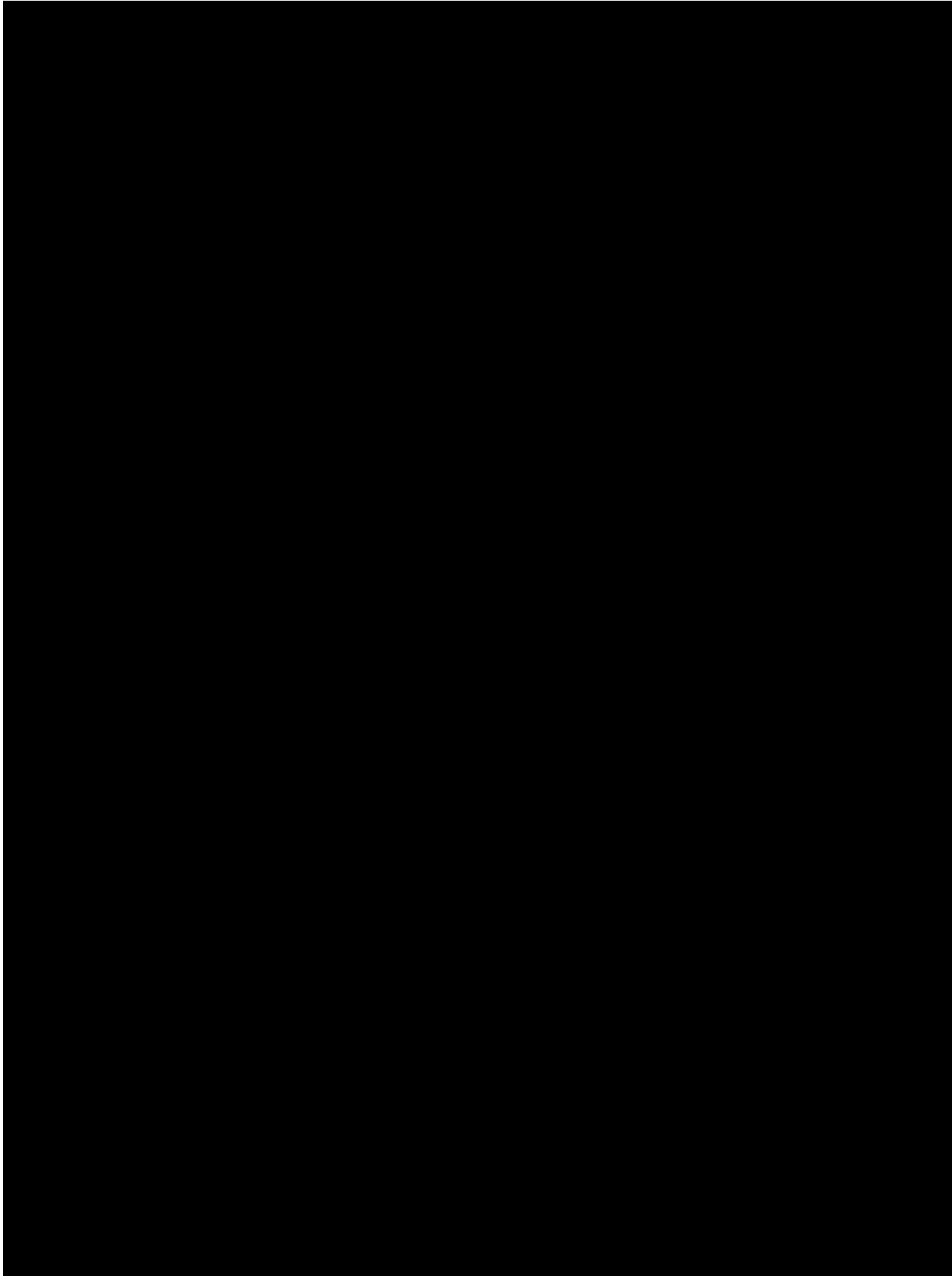
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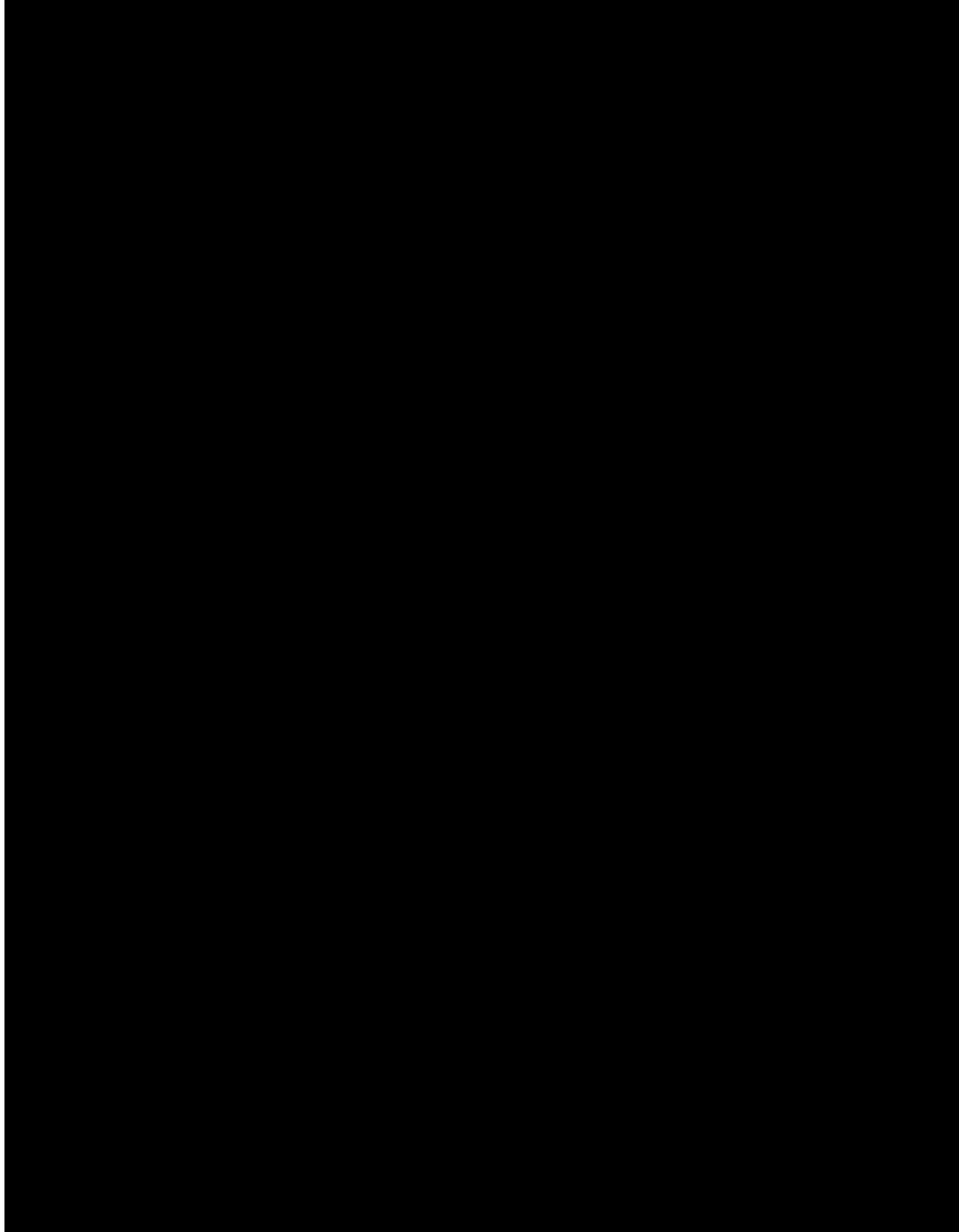
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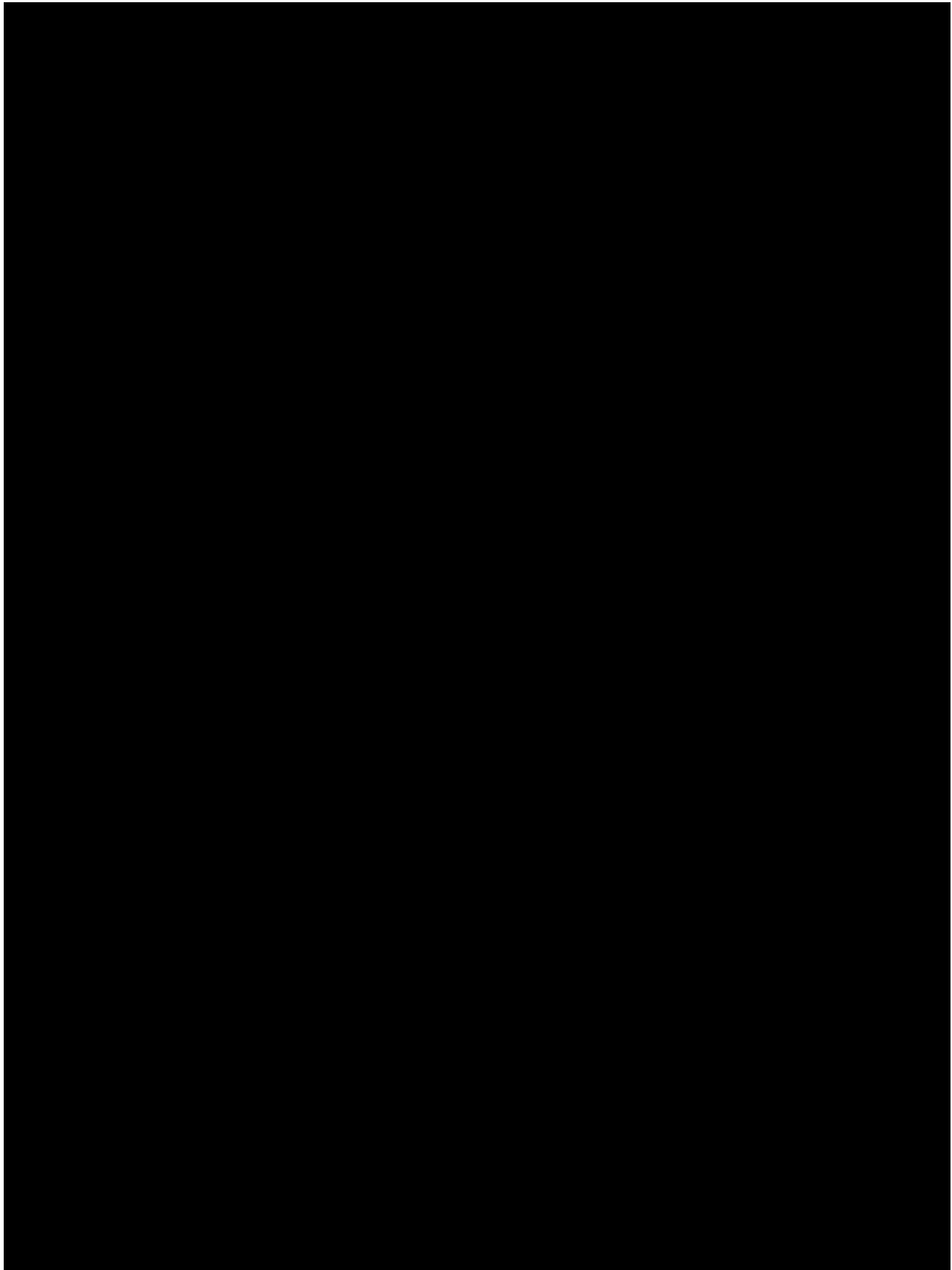
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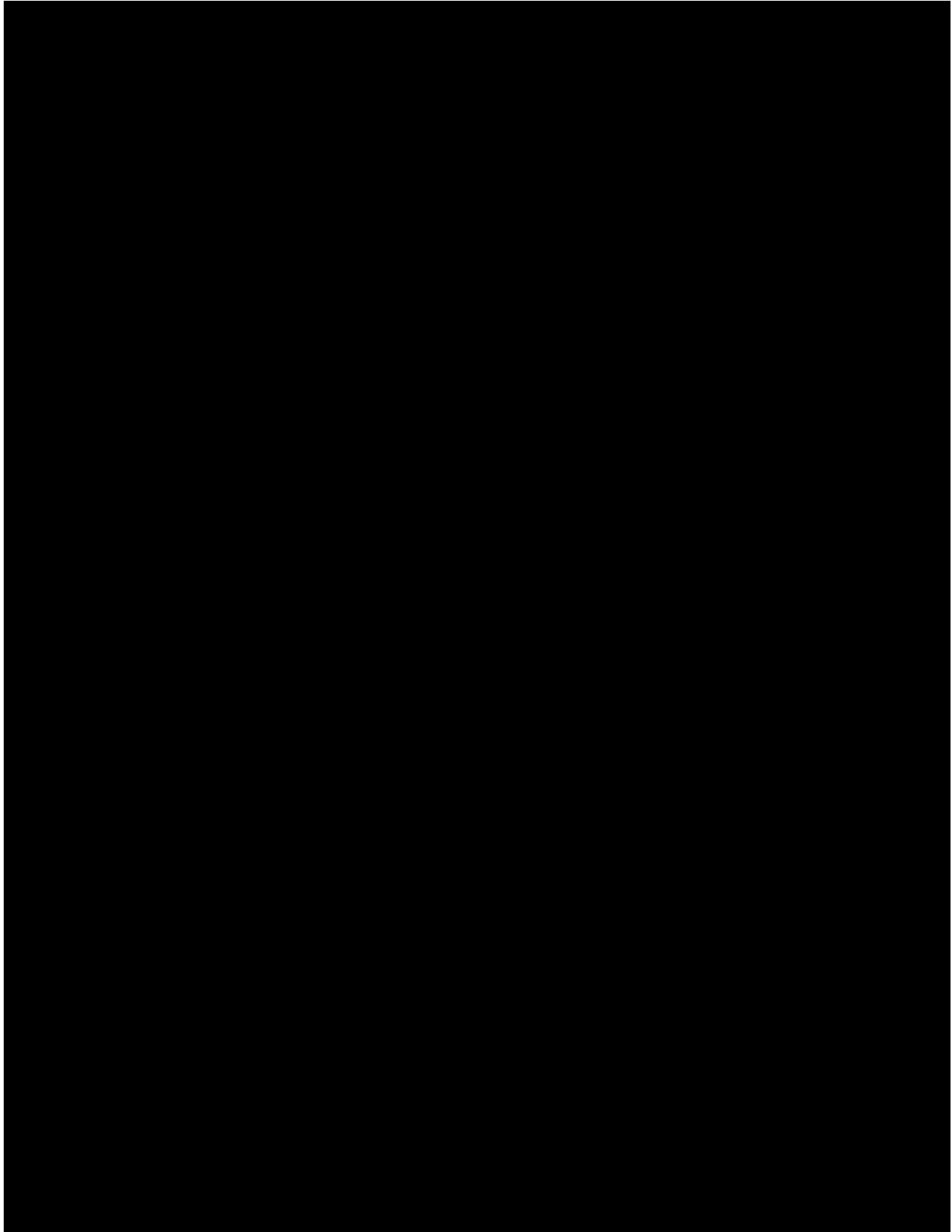
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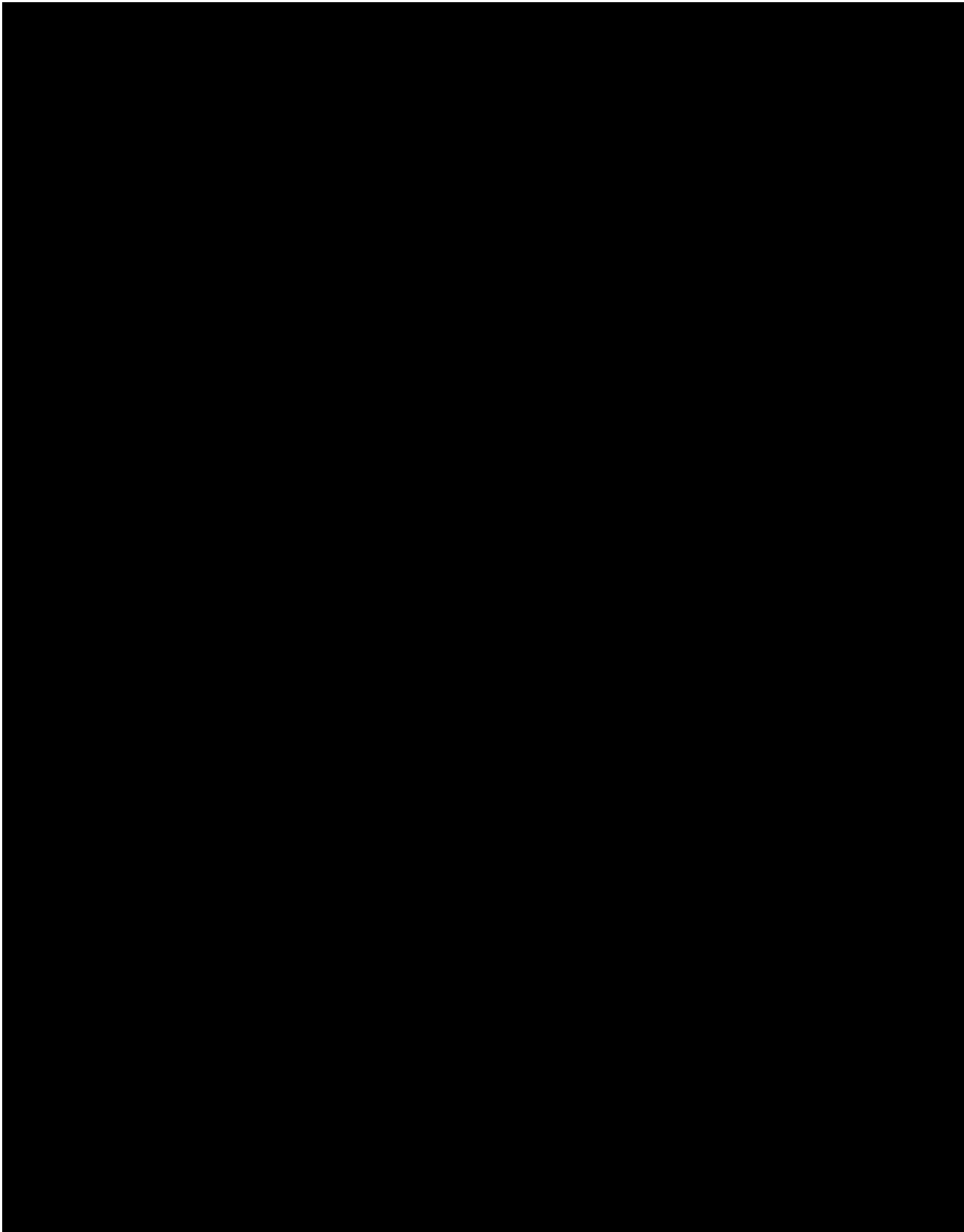
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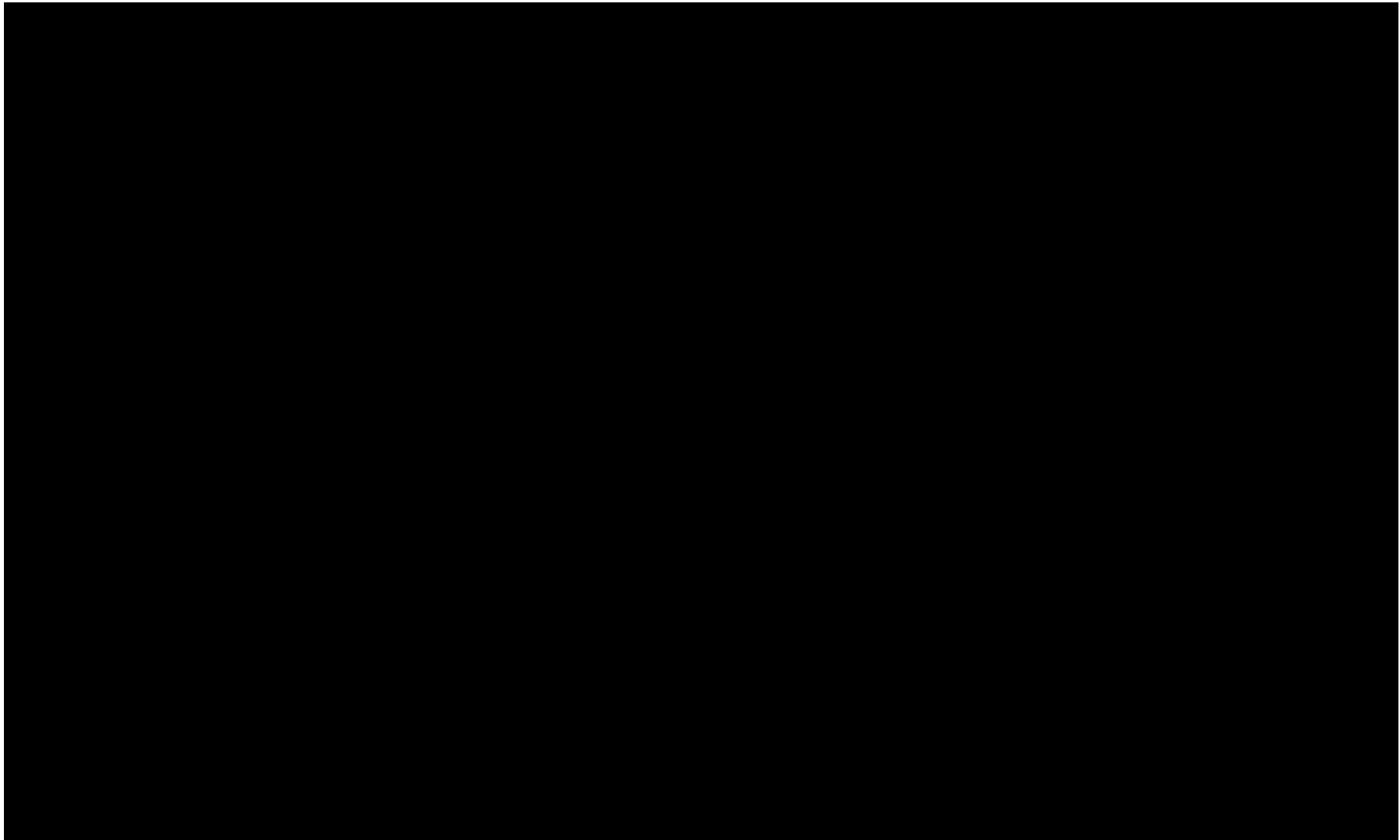
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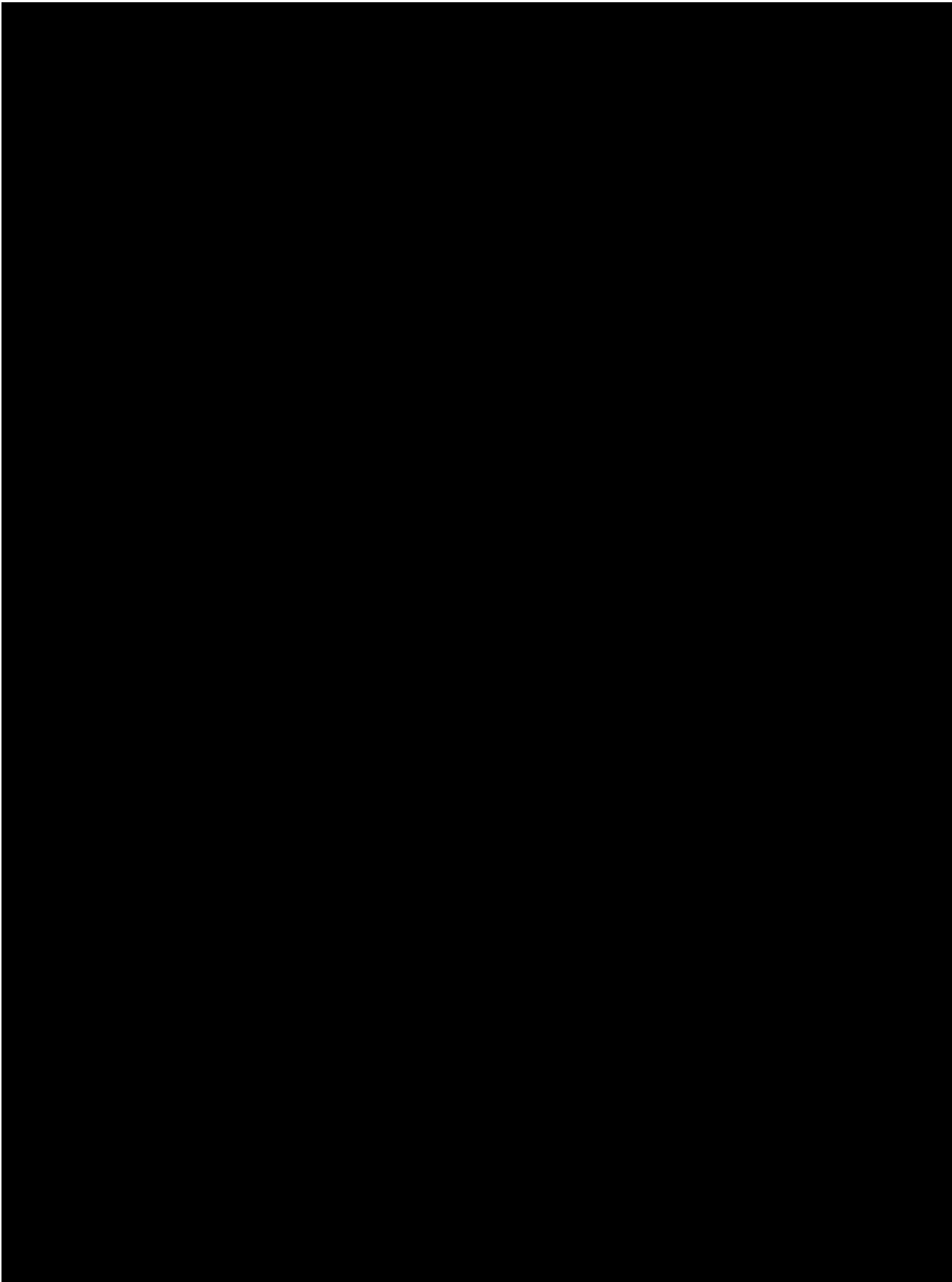
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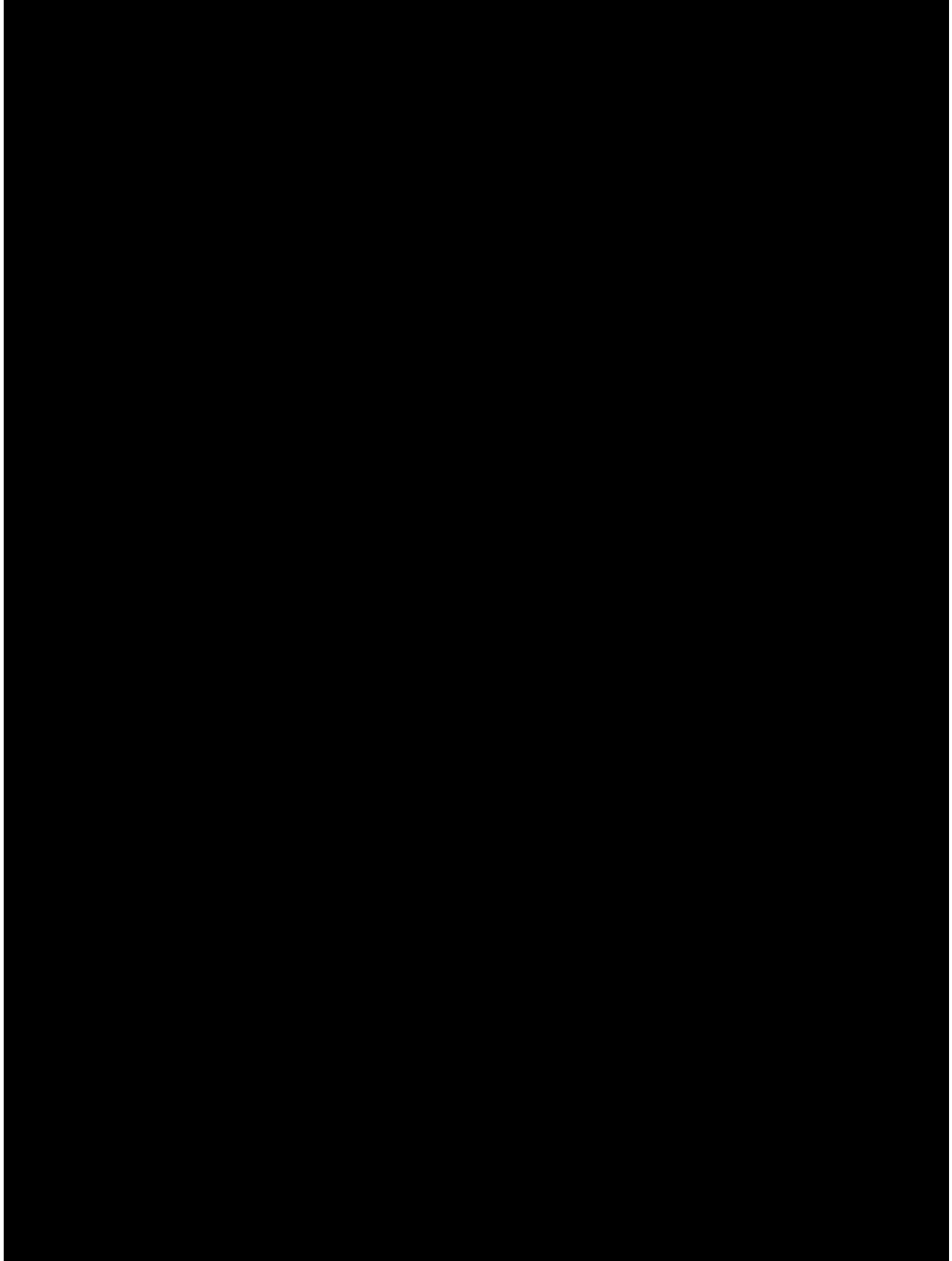
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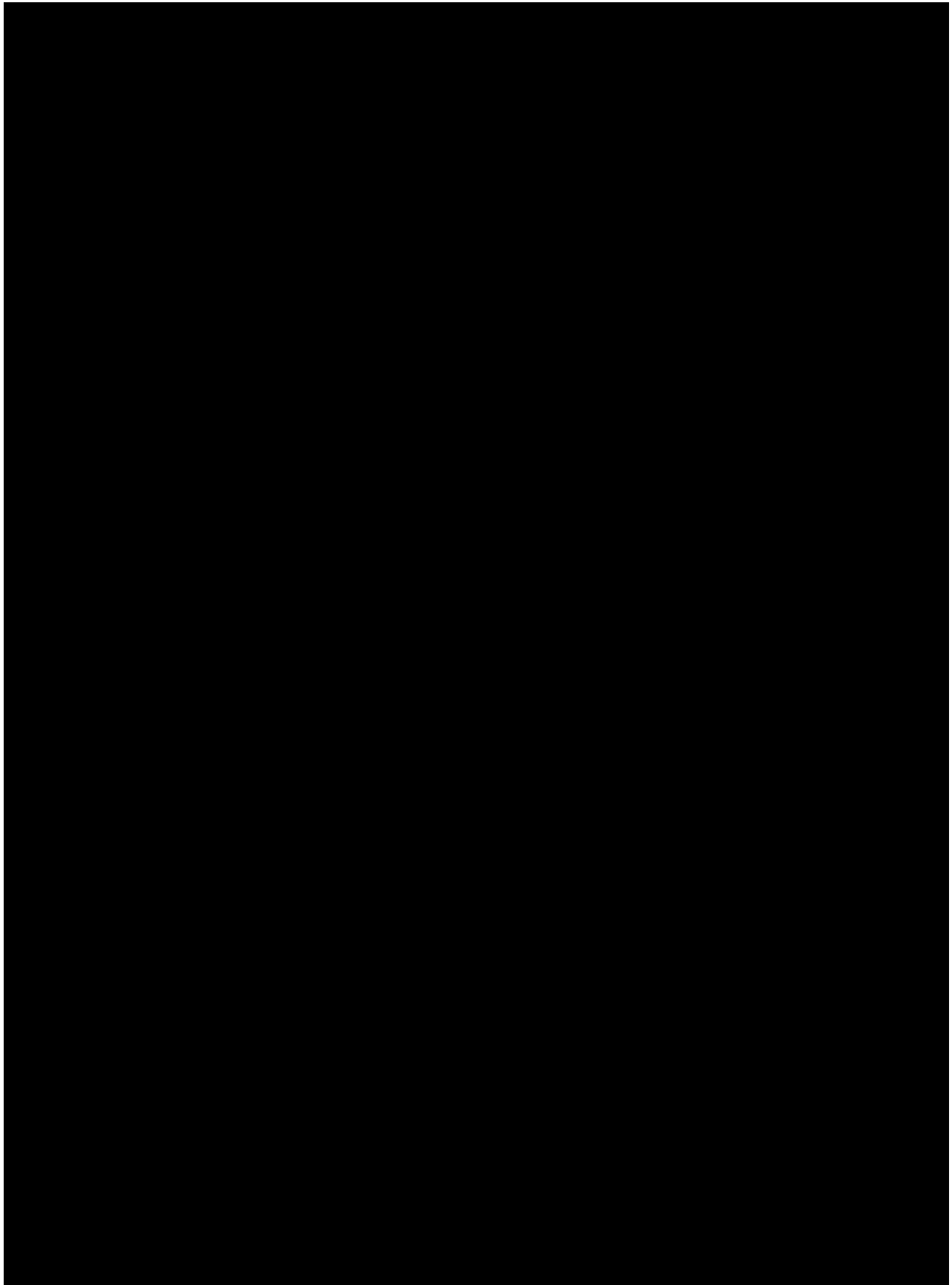
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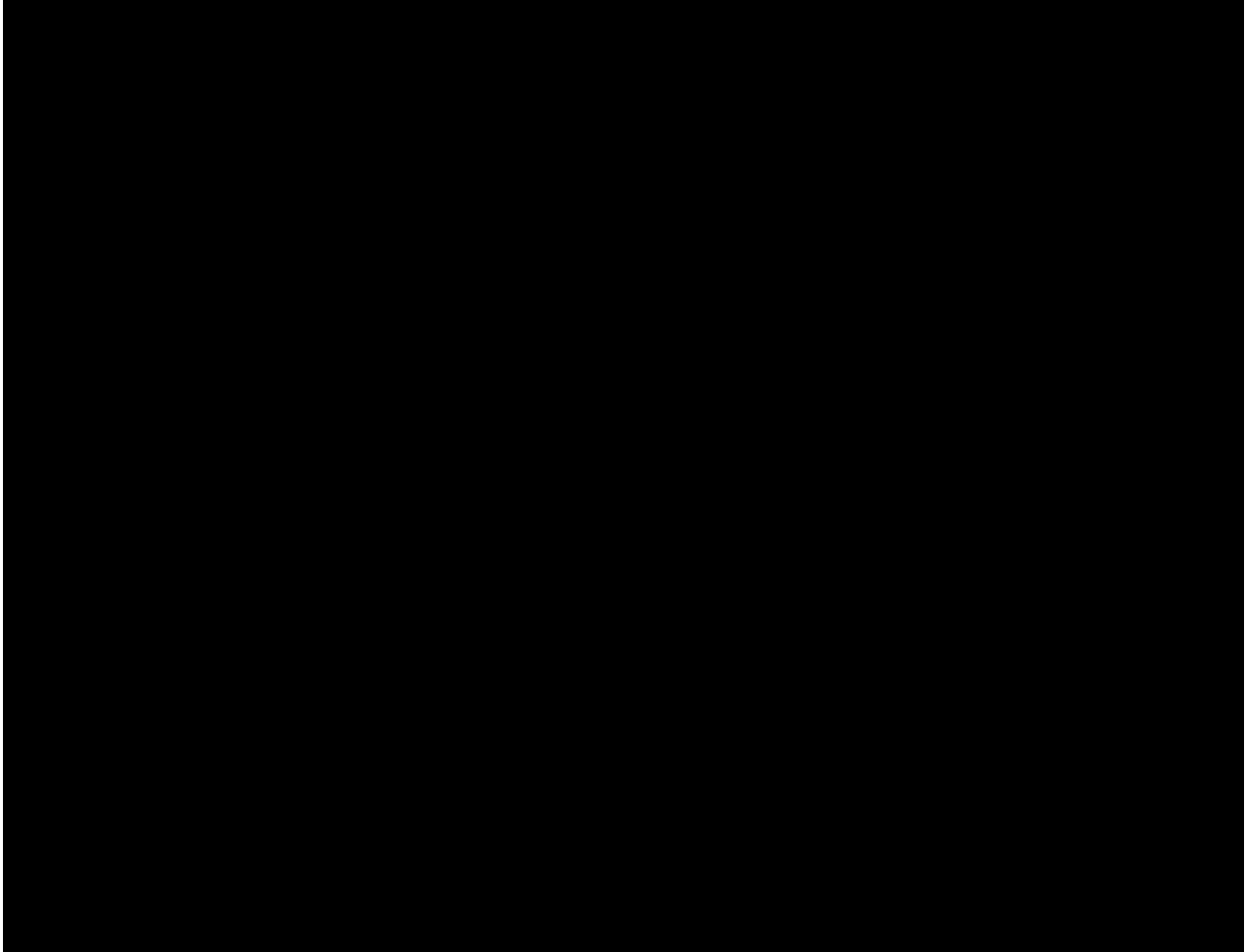








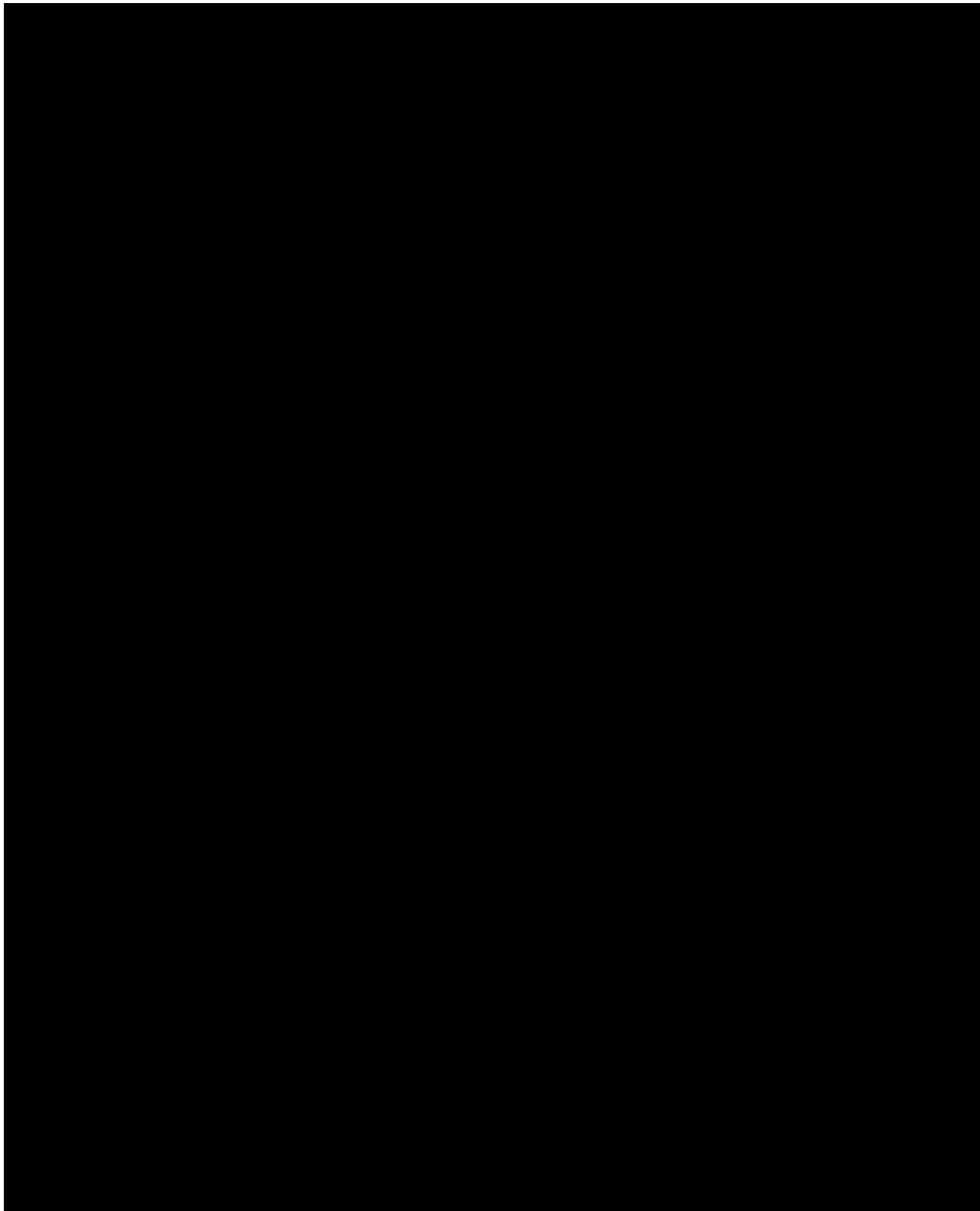






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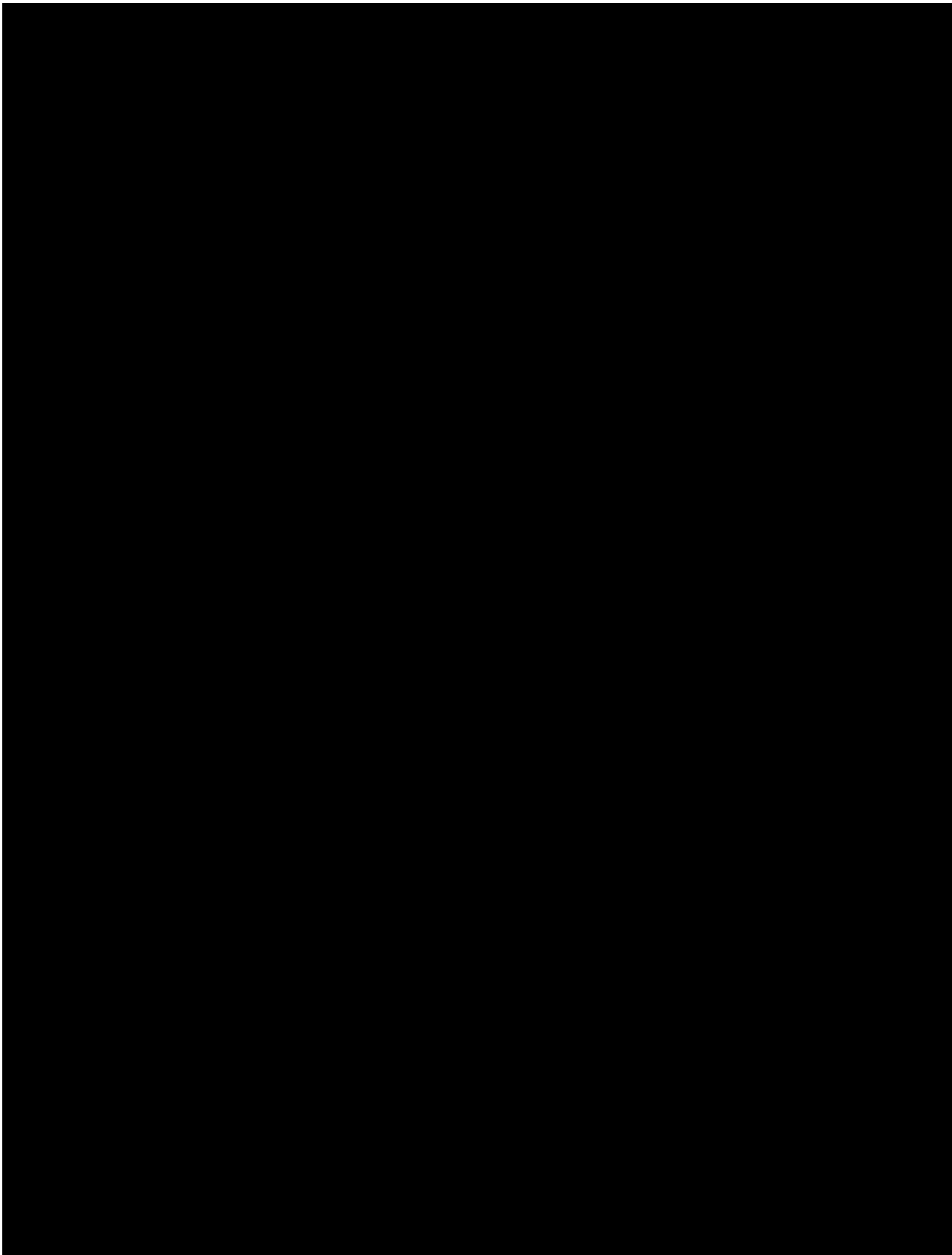
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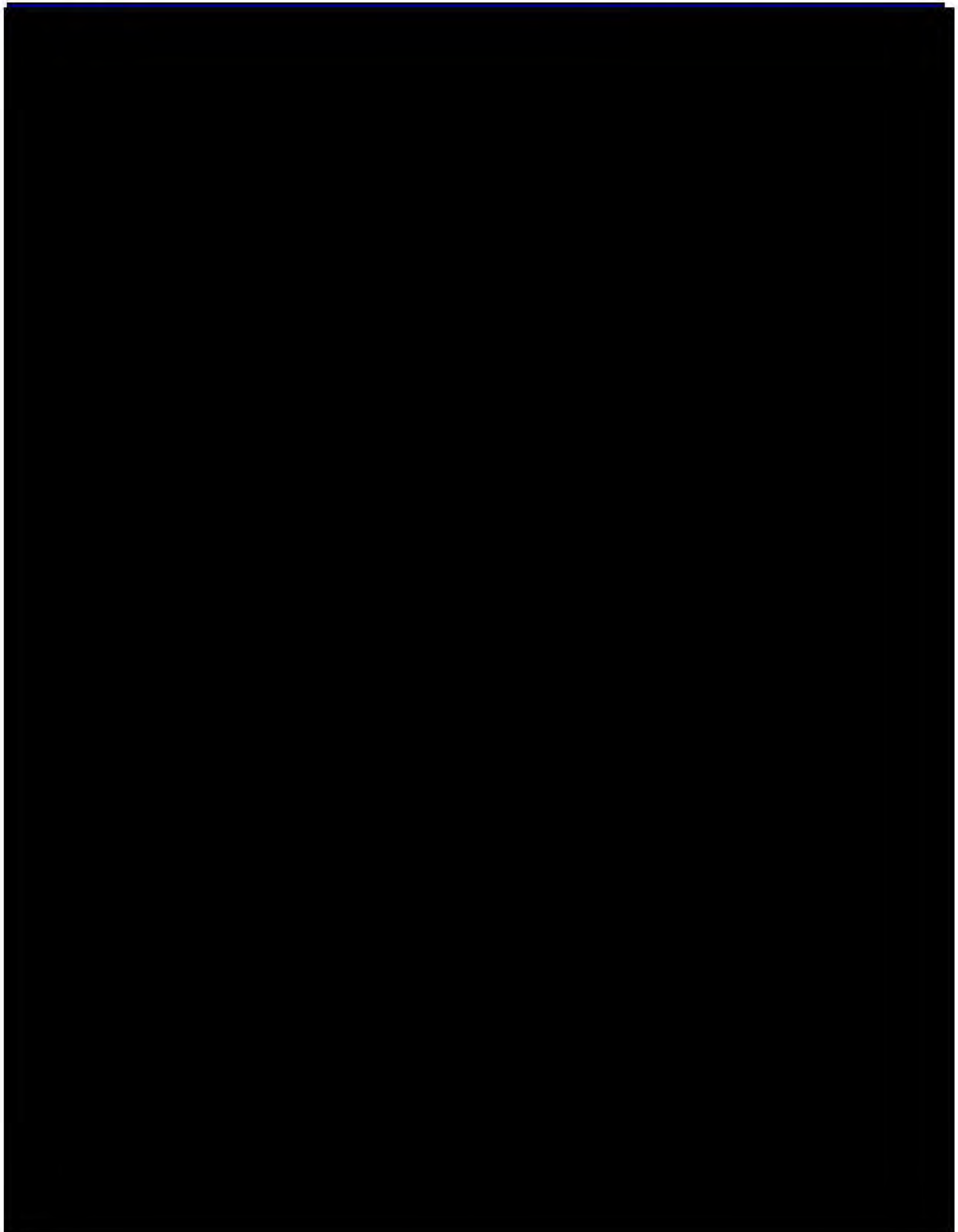
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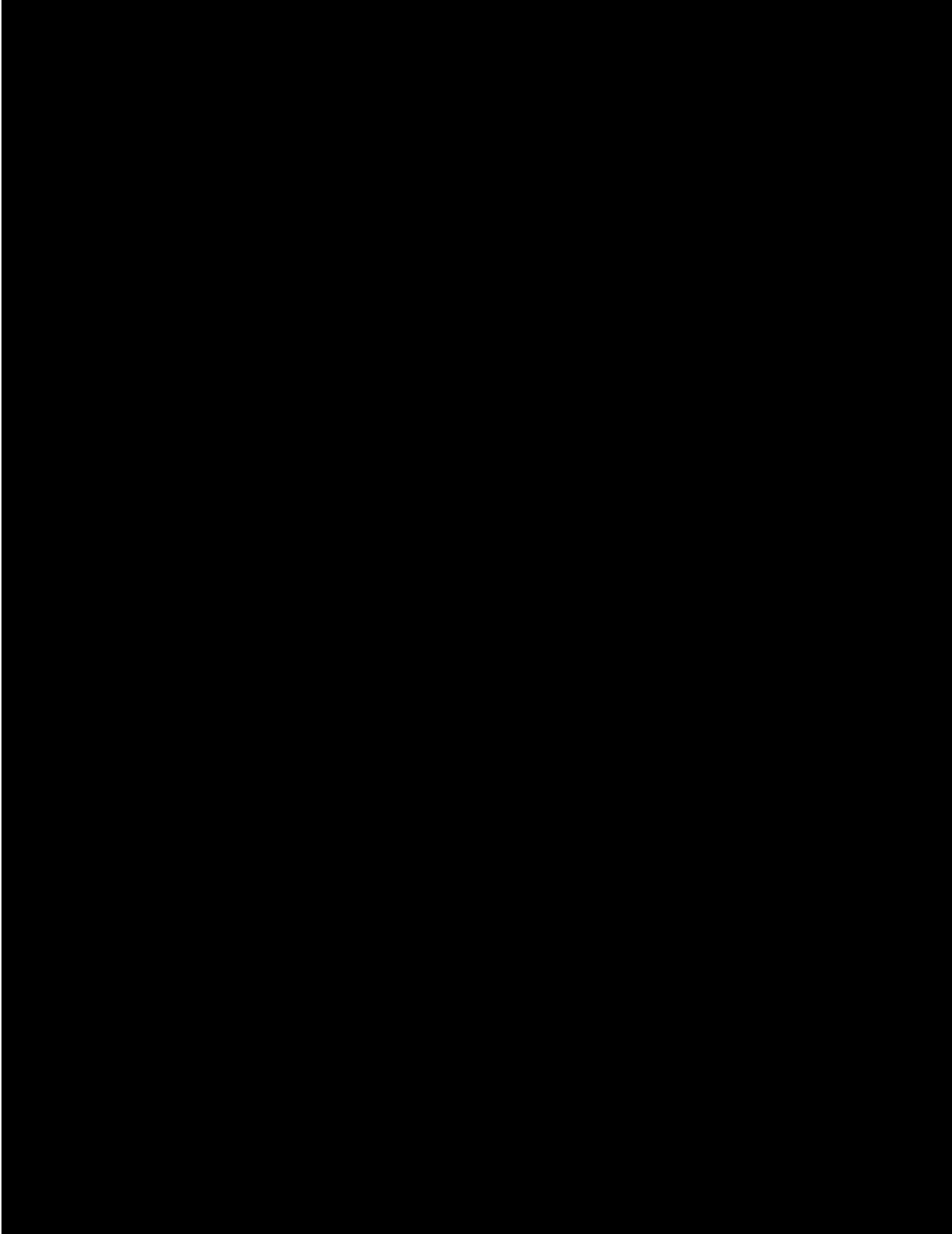
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Appendix B. Conflict of Interest Certification

1.1 LMI COI Certification

(1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) **Unequal access to information.** A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) **Biased ground rules.** A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) **Impaired objectivity.** A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) **Remedies.** The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(f) **Conflict of Interest Certification.**

[Redacted]

1.2 Platinum Business Services, LLC

(1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) **Unequal access to information.** A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) **Biased ground rules.** A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) **Impaired objectivity.** A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) **Remedies.** The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after

award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest. An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(f) *Conflict of Interest Certification.*

[REDACTED]

[REDACTED]

(1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

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(B) Significant connections to teaching methodologies or approaches that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict of interest (or apparent conflict of interest) regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) **Remedies.** The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after

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(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

[REDACTED]

[REDACTED]

(1) The contractor, subcontractor, employee, or consultant, by signing the form in this clause, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest) (or apparent conflict of interest), for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

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(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

[REDACTED]

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[REDACTED]

[REDACTED]

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(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

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[Redacted Signature Block]

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[Handwritten Signature]

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